

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: February 16, 2005

Division: Growth Management

Bulk Item: Yes X No     

Department: Marine Resources

Staff Contact Person: George Garrett

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**AGENDA ITEM WORDING:** Approval of a contract with the South Florida Regional Planning Council to create a Marine Management Plan for Monroe County.

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**ITEM BACKGROUND:** Growth Management staff has negotiated a contract with the South Florida Regional Planning Council to produce a Marine Management Plan. The Regional Planning Council has submitted a proposal which meets the directives provided by the BOCC at its 18 August 2004 Board meeting.

The Growth Management Division has \$61,500 budgeted to be used towards the project. In addition, the Marine Resources Department has been awarded a Florida Boating Improvement Program (FBIP) grant in the amount of \$37,500 to be used towards the project.

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**PREVIOUS RELEVANT BOCC ACTION:** At its 19 January 2005 Board meeting the BOCC directed staff to negotiate a contract with the South Florida Regional Planning Council to produce a Marine Management Plan for Monroe County.

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**CONTRACT/AGREEMENT CHANGES:** N/A

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**STAFF RECOMMENDATIONS:** Approval

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**TOTAL COST:** \$99,000

**BUDGETED:** Yes X No     

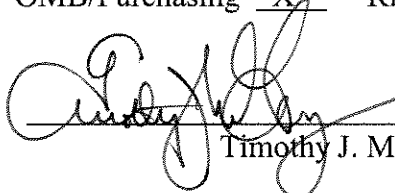
**COST TO COUNTY:** \$61,500

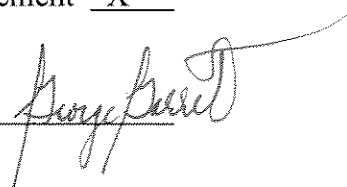
**SOURCE OF FUNDS:** Fund 148 (MSTU) and  
FBIP grant

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

  
Timothy J. McGarry



**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

**MONROE COUNTY BOARD OF COUNTY COMMISSIONERS**

**CONTRACT SUMMARY**

Contract with: South Florida R.P.C. Contract # \_\_\_\_\_  
 Effective Date: March 1, 2005  
 Expiration Date: December 31, 2005

Contract Purpose/Description:  
 Monroe County Growth Management Division is hiring the South Florida Regional Planning Council to provide planning services for the development of a Marine Management Plan for the Florida Keys.

Contract Manager: George Garrett 2517 Marine Resources/11  
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on Feb. 16, 2005 Agenda Deadline: January 31, 2005

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 99,000 Current Year Portion: \$ 99,000  
 Budgeted? Yes ☒ No ☐ Account Codes: 148 - 5100 5303-10  
 Grant: \$ \_\_\_\_\_  
 County Match: \$ \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: planning services  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>2-1-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>2-1-05</u>
Risk Management	<u>1-31-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Slank</u>	<u>1-31-05</u>
O.M.B./Purchasing	<u>1-31-2005</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/31/05</u>
County Attorney	<u>1/31/05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/31/05</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **CONTRACT FOR SERVICES**

THIS CONTRACT is entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is the Marathon Government Center, 2798 Overseas Highway, Marathon, Florida 33050, hereafter the County, and South Florida Regional Planning Council, whose address is 3440 Hollywood Boulevard, Suite 140, Hollywood, Florida 33021, hereafter CONTRACTOR.

**Section 1. Scope and Term.** The CONTRACTOR and the County, for the consideration named agree to perform their respective obligations as provided in this contract as well as in the detailed scope of services contained in **Attachment 1 – Detailed Scope of Services**, which is attached hereto and incorporated by reference. The term of the contract is March 1, 2005, through December 31, 2005.

**Section 2. Reporting.** In consideration of the services described above, CONTRACTOR agrees to provide quarterly reports of all of its activities documenting survey data acquired, any analyses completed and general findings.

**Section 3. Payment.** The Contract amount is \$99,000. Payment is contingent upon annual appropriation by the Board of County Commissioners. The County will process invoices from CONTRACTOR pursuant to the Florida Prompt Payment Act. The Draw Schedule is indicated in Attachment 1.

**Section 4. Contract Termination.** Either party may terminate this Contract because of the failure of the other party to perform its obligations under the Contract. If the County terminates this Contract because of the CONTRACTOR's failure to perform, then the County must pay the CONTRACTOR the amount due for all work satisfactorily completed as determined by the County up to the date of the CONTRACTOR's failure to perform but minus any damages the County suffered as a result of the

CONTRACTOR's failure to perform. The damage amount must be reduced by the amount saved by the County as a result of the Contract termination.

**Section 5. Records.** CONTRACTOR shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for four years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to CONTRACTOR pursuant to this Agreement were spent for purposes not authorized by this Agreement, the CONTRACTOR shall repay the monies together with interest calculated pursuant to Sec. 55.03, FS, running from the date the monies were paid to CONTRACTOR. If the amount owed by the CONTRACTOR to the County is not enough to compensate the County, then the CONTRACTOR is liable for any additional amount necessary to adequately compensate the County up to the amount of the Contract price.

**Section 6. Employees Subject to County Ordinance Nos. 010 and 020-1990.** The CONTRACTOR warrants that it has not employed, retained, or otherwise had act on its behalf any former County officer or employee subject to the prohibition of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 020-1990. For breach or violation of this provision, the County, in its discretion, may terminate this Contract without liability and may also, in its discretion, deduct from the Contract or purchase price, or otherwise recover the full amount of any fee, commission, percentage gift, or consideration paid to the former County officer or employee.

**Section 7. Convicted Vendor.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not perform work as a contractor, supplier, subcontractor, or CONTRACTOR under contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for the Category two for a period of 36 months from the date of being placed on the convicted vendor list.

**Section 8. Insurance.** Prior to execution of this agreement, the CONTRACTOR shall furnish the County Certificates of insurance indicating the following coverages or in excess thereof:

- Workers Compensation in the amount of statutory limits as specified in Florida Statutes 440.
- Employers Liability with:
  - \$100,000 Bodily Injury by Accident;
  - \$500,000 Bodily Injury by Disease, policy limits; and
  - \$100,000 Bodily Injury by Disease, each employee.
- General Liability (Premises operations, blanket contractual, expanded definition of property damage, products & completed operations, personal injury) with:
  - \$100,000 per Person;
  - \$300,000 per occurrence; and
  - \$50,000 property damage.
- Vehicle Liability with:
  - \$50,000 per Person;
  - \$100,000 per occurrence; and

\$25,000 property damage or \$100,000 combined single limit.

**Section 9. Communication Between Parties.** All communication between the parties should be through the following individuals or their designees:

Monroe County

George Garrett, Director  
Department of Marine Resources  
2798 Overseas Highway,  
Suite 420  
Marathon, FL 33050

CONTRACTOR

Carolyn Dekle, Executive Director  
South Florida Regional Planning Council  
3440 Hollywood Boulevard, Suite  
Suite 140  
Hollywood, FL 33021

**Section 10. Governing Law, Interpretation, Costs, and Fees.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

**Section 11. Venue.** In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and CONTRACTOR agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

**Section 12. Mediation.** The County and CONTRACTOR agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

**Section 13. Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the

remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and CONTRACTOR agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

**Section 14. Attorney's Fees and Costs.** The County and CONTRACTOR agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

**Section 15. Binding Effect.** The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and CONTRACTOR and their respective legal representatives, successors, and assigns.

**Section 16. Authority.** Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

**Section 17. Claims for Federal or State Aid.** The CONTRACTOR and County agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

**Section 18. Adjudication of Disputes or Disagreements.** The County and CONTRACTOR agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. If no resolution can be agreed upon within 30 days after the first meet and confer session, the issue or issues shall be discussed at a public meeting of the Board of County Commissioners. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this Agreement or by Florida law.

**Section 19. Cooperation.** In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and CONTRACTOR agree to participate, to the extent required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and CONTRACTOR specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

**Section 20. Nondiscrimination.** County and CONTRACTOR agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. County or CONTRACTOR agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended



(20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Monroe County Code prohibition against discrimination based on race, color, sex, religion, disability, national origin, ancestry, sexual orientation, gender, identity or expression, familial status or age; and 11) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

**Section 21. Covenant of No Interest.** County and CONTRACTOR covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

**Section 22. Code of Ethics.** County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of

gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

**Section 23. No Solicitation/Payment.** The County and CONTRACTOR warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the CONTRACTOR agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

**Section 24. Public Access.** The County and CONTRACTOR shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and CONTRACTOR in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by CONTRACTOR.

**Section 25. Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 286.28, Florida Statutes, the participation of the County and the CONTRACTOR in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

**Section 26. Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

**Section 27. Legal Obligations and Responsibilities. Non-Delegation of Constitutional or Statutory Duties.** This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

**Section 28. Non-Reliance by Non-Parties.** No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the CONTRACTOR agree that neither the County nor the CONTRACTOR or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate

and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

**Section 29. Attestations.** CONTRACTOR agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

**Section 30. No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

**Section 31. Execution in Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

**Section 32. Section Headings.** Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

**Section 33. Indemnify/Hold Harmless.** To the extent permitted by law, contractor agrees to indemnify and save County harmless from and against all claims and actions and expenses incidental thereto, arising out of damages or claims for damages resulting from the negligence of Contractor, its agents, or employees while Contractor is cleaning the Airport facilities. However, Contractor shall not be liable for any claims, actions or expenses which arise from the negligent or intentional acts or omissions of the County, its agents or

employees. The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

**Section 34.** The effective date of this Contract is March 1, 2005 and ends December 31, 2005.

Section I. IN WITNESS WHEREOF each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)  
Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By \_\_\_\_\_  
Deputy Clerk

By \_\_\_\_\_  
Mayor/Chairman

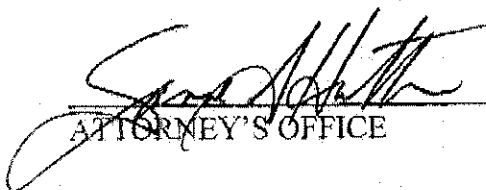
(SEAL)  
Attest:

South Florida Regional Planning Council

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM

 1/31/05  
ATTORNEY'S OFFICE

APPROVED AS TO FORM

\_\_\_\_\_  
ATTORNEY'S OFFICE (SFRPC)

## **ATTACHMENT 1**

### **Scope of Work**

The South Florida Regional Planning Council and FAU's Catanese Center for Urban and Environmental Solutions propose a joint project to provide Monroe County with a Strategic Plan to address these needs. The Plan will provide a comprehensive and coherent strategy for achieving the full potential of the marine industry in Monroe County. It will characterize the current status of the industry, make recommendations on needs and potential areas for expansion based on projected growth, and present a coordinated implementation program specifying policy and regulatory modifications, institutional arrangements, financial strategies, and other measures to achieve the plan's objectives.

A detailed study and analysis of the Monroe County marine industry, its land and infrastructure, will be completed and recommendations for its growth will be made. The goal of the project is to address the waterfront redevelopment issues in the Keys and provide recommendations for preserving the 'working waterfront'. In developing a Plan, the project will examine and recommend expansion opportunities for the marine industry, growth potential, support for existing industry activities, government policies and programs, and related issues. Intergovernmental coordination with other groups will help develop legislation and other measures to preserve the working waterfront in Monroe County.

The following objectives, which have been identified by the Monroe County Department of Marine Resources (Department) will be addressed:

- Acquire socio-economic data on existing waterfront marine facilities, analyze the data, and evaluate the importance of the 'working waterfront' both economically and culturally
- Determine the potential effects of recent and current proposed redevelopment of commercial waterfront facilities
- Work and cooperate with other entities studying the issues (i.e. the Marine Industries Association of South Florida; the Florida Senate Committee on Comprehensive Planning)
- Gather data to aid in development of a future marina siting plan

- Research and provide a wide option of recommendations and management strategies for implementation, including creative solutions, to preserve the 'working waterfront'
- Focus measures/recommendations not only at the County level, but also the State level to provide for the highest level of legislative representation and assistance

## **Methodology & Data Collection**

- Examine the culture and context of working waterfronts by region (lower, middle and upper keys)
- Inventory pertinent waterfront facility locations and identify specific waterfront uses
- Identify undeveloped/potential working waterfront sites
- Acquire socio-economic data utilizing existing or current project data as available to allow for budgetary constraints. Existing and current project data may be used in addition to collecting new survey and/or interview format data, providing a mixed approach so as to allow a time and cost effective comprehensive data acquisition program. Socio-economic data surveys should include, but not be limited to: marinas, boatyards, fish houses, commercial fishing dockage, other commercial dockage, wet/dry storage facilities, and boat ramps. Available data sources may include, but not be limited to: existing reports, studies, plans, interviews with key stakeholders, GIS data, tax roll information, zoning information, existing CommuniKeys reports, fisheries catch information, etc.
- Analyze current working waterfront economic contribution/distribution in both local and regional contexts
- Describe and illustrate future scenarios given certain trends or directions and market forces (ex: if primary economic driver is a downturn in fishing industry or upswing in tourism and residential units/residents not needing 'white-collar' employment opportunities, etc.)
- Examine 'dockage to dinner plate' relationship to local & regional economies including tourism and associated impacts
- Conduct cursory examination of communities with similar characteristics facing similar challenges

Data collected should be provided in a format usable in ArcMap GIS, as applicable. Also, marina inventory and other demographic data should be collected and provided in a context that

allows the data to be utilized towards meeting the Comprehensive Plan Objective 212.4 (Marina Siting Study).

### **Socioeconomic Inventory and Scenario Analysis**

The economic aspects of the study will focus on three major commercial industries located in coastal areas: manufacturing (boat building), retail (boat dealers), service (marinas, boat repair and maintenance), seafood product preparation and packaging (commercial fish houses) and water transportation (commercial dockage). Examination of the fishing and tourism industries constitutes an extended study as the linkages between the different economic sectors are developed. The primary economic driver considered will be the consequences of land use changes on the marine industry. Employment will be the key variable used to represent the industries.

#### **Data Collection**

South Florida Regional Planning Council (SFRPC) has obtained current Monroe County Property Tax Rolls and employment data from the State Agency for Workforce Innovation (AWI). It will be necessary for Monroe County to enter into a memo of understanding with AWI so we may share this undisclosed data with it. Monroe County will make available in electronic format its business license data with regards to the before mentioned industries, as well as historical information (1990-2004), pending and completed building permit data for coastal properties. Monroe County will also make available in electronic format information on all publicly operated marinas and boat ramps.

#### **Data Analysis**

This will include a Geographic Information System (GIS) presentation of the changes in land use and values over the last decade of coastal properties and a mapping of relevant sites. The potential effects of recent and current proposed redevelopment of commercial waterfront facilities will be estimated from the tax assessors' data, the Monroe County Building, Planning and Zoning data and other relevant data sources. Potential working waterfront sites should be consistent with currently zoned commercial and industrial land use designations. SFRPC will



help design survey instruments or interview guides that will be used to elicit information from representatives of public and private sector stakeholders. It is essential for the SFRPC to be involved in the survey or interview design process so that the necessary data for subsequent economic modeling is acquired.

Data available from all relevant sources will be utilized. Information supplied by the Monroe County Tourist Development Council will be used to study the tourism industry as well as data from the IMPLAN Input-Output system. As regards to the fishing industry, various research documents will be provided by the University of Florida's Institute of Food and Agricultural Sciences Sea Grant and the University of Miami Rosenstiel School of Marine and Atmospheric Science as well as information from the Florida Fish and Wildlife Conservation Commission and the Marine Fisheries Commission. SFRPC will work in cooperation with other entities studying waterfront redevelopment issues, such as the Marine Industries Association of South Florida. We are currently conducting a similar study in another small county in the South Florida Region. Any relevant information gathered from this study will be applied to Monroe County. A comparable situation exists for the community of Apalachicola in Franklin County, Florida, which might warrant further examination.

### Scenario Analysis

The economic evaluation of or the estimation of the economic impacts on the 'working waterfront' will be conducted using the REMI model under two scenarios. The first is that the marine industry, consisting of the interrelated economic sectors, will be reduced by a certain percentage in Monroe County due to land use changes. The amount of contraction in the various industries will be determined from the initial data analysis and will be represented as a range of values for estimation purposes. The second will be the economic impact on Monroe County of the loss of the marine manufacturing and retail industry along with a corresponding decrease in the other related economic sectors. This scenario is based the belief that these two particular industry sectors could relocate north to neighboring counties and still provide their goods and services to residents of the Keys. These scenarios and their underlying assumptions based on the data collection are subject to review and reassessment as the study continues. The industry scenarios would result in a baseline and two alternative forecasts of significant economic and

demographic variables. The projections will encompass trends in such variables as employment, personal income, output or gross regional product, investment, and population.

The inventory of waterfront facilities and their detailed use will be a prerequisite to the economic modeling and impacts analysis of changes in the Monroe County marine and related industries. The county level study will be conducted within a regional context so that regional and statewide recommendations will be forthcoming. The economic model used to evaluate of the 'working waterfront' is a multi-regional model consisting of seven South Florida counties and the rest of the State of Florida. This will allow for possible legislative representation and assistance.

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### Scope of Analysis

In addition, the economic analysis will be reported according to a lower, middle and upper division of Monroe County. These geographic regions will by necessity have to correspond with zip code designations in order to conform to the economic data sources. The economic impact software IMPLAN will build zip code level models for the Keys. These models will be utilized to allocate the countywide effects of land use changes and policy measures.

### Products/Deliverables

Provide a comprehensive 'Marine Management Plan' (Report) to include, but not limited to:

- A brief overview of the history and importance of commercial waterfront facilities in the Keys, including a definition/description of the term 'working waterfront' as it applies to Monroe County.
- A complete description of the objectives
- A complete description of the methodology
- A complete description of any analyses
- A complete description of the results
- A comprehensive discussion section providing an overview of the issues, trends, data, and results. The section should paint an overview of the recent past, present and future in regards to the 'working waterfront' and how it affects the economy and community character of the Keys as well as the history and culture of the Keys.

- A comprehensive list of management strategies and recommendations, including but not limited to: public/private partnerships, tax incentives, tax abatements, development right purchasing, Land Development Regulation changes and/or Comprehensive Plan amendments, etc. This comprehensive list may be organized or categorized according to types or modes of direction for the County to choose from, etc.
- Appendices including all acquired data, references, literature research, and any other pertinent information

The final Report should also detail and describe any cooperative and/or collaborative efforts at the regional and state levels.

### **Timeline**

The study and accompanying recommendations will be completed by December 31, 2005, assuming a start date of March 1, 2005.

### **Draw Schedule**

The contract cost for this study is \$99,000. One third of the payment will be disbursed upon execution of the contract. One third will be disbursed upon completion of task one and two in the strategic plan timeline. One third will be disbursed upon completion of the study.